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10 *Attorneys for Plaintiff*  
11 *National Specialty Pharmacy, LLC*

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 NATIONAL SPECIALTY PHARMACY, )  
15 LLC ) Case No. 5:23-cv-04357-NW  
16 Plaintiff, )  
17 vs. )  
18 SAMEER PADHYE, an individual, )  
19 BENJAMIN D. BROWN, an )  
20 individual, and DOES 1 to 49, )  
21 inclusive, )  
22 Defendants. )  
23 )  
24 )  
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28 )

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1 I, Nitoj P. Singh, declare as follows:

2 1. I am an attorney licensed to practice in the State of California, a partner at Dhillon  
3 Law Group Inc., and counsel of record for Plaintiff National Specialty Pharmacy LLC (“NSP”)  
4 in this action. I have personal knowledge of the facts stated herein and could and would  
5 competently testify to the same if called as a witness.

6 2. I make this declaration in support of NSP’s opposition to Defendant Sameer  
7 Padhye’s motion for sanctions under Rule 11 and 28 U.S.C. § 1927.

8 3. The allegations in the Second Amended Complaint (“SAC”) were based on a  
9 reasonable pre-filing investigation, which included review of documentary evidence,  
10 communications with NSP’s representatives and third parties, and careful legal analysis. At no  
11 point did NSP or its counsel act in bad faith or for an improper purpose.

12 **Pre-Filing Investigation and Changes to SAC**

13 4. Prior to filing the SAC, I instructed NSP’s corporate representative, Sanjiv  
14 Dhawan, to provide me with all documents and information in NSP’s possession that supported  
15 the claims asserted in the First Amended Complaint (“FAC”).

16 5. After reviewing that material, I made the decision to remove several defendants  
17 named in the FAC, including Maybelline Sana, Rayne Bridges, Abhinay Padhye, Coligomed,  
18 Inc., and Enlil, Inc.

19 6. I also revised the trade secret allegations to ensure compliance with federal  
20 pleading standards, including by articulating with specificity the categories of confidential and  
21 proprietary information that NSP asserted as protectable trade secrets.

22 7. In addition, I determined that certain causes of action—specifically for conversion,  
23 conspiracy to convert, and trade libel—did not have a sufficient factual or legal basis to proceed  
24 and therefore removed them from the SAC.

25 **Trade Secret Identification and Misappropriation Claims**

26 8. Based on NSP’s internal documents and information provided by Dhawan, I  
27 concluded that NSP possessed numerous categories of legally protectable trade secrets, including  
28 but not limited to:

- 1 a. NSP's proprietary database of complex patient and provider
- 2 information, which contained sortable data on diagnosis, prescription
- 3 history, referring providers, and engagement with the White Card
- 4 program;
- 5 b. NSP's customer research and marketing systems maintained in its
- 6 Monday.com CRM platform;
- 7 c. Partner contact information and strategic relationships; and
- 8 d. Pricing strategies, and marketing methods.

9 9. Dhawan informed me that after his resignation from NSP, Defendant Padhye made  
10 himself the administrator of NSP's CRM system containing this confidential information.

11 10. Dhawan also provided me with emails that Padhye had forwarded to his personal  
12 account from his NSP email address on June 21, 2023—the day before his relationship with NSP  
13 ended. These emails attached confidential documents and trade secrets of NSP.

14 11. I also spoke with former-Defendant Daniel Brown, who told me that Defendant  
15 Padhye had solicited him to create marketing materials for Taycann Wellness—a competing  
16 entity—while Brown was still employed by NSP. Brown stated that he understood Taycann  
17 intended to operate in the White Card prescription market, which was NSP's core business. Upon  
18 learning this, Brown said he terminated his relationship with Taycann to avoid violating the non-  
19 compete clause in his employment agreement with NSP.

20 12. Based on this information, I concluded that NSP had a viable claim against  
21 Defendant Padhye for trade secret misappropriation.

22 **Fraud-Based Claims**

23 13. Prior to including a claim for intentional misrepresentation in the SAC, I spoke  
24 with Dhawan regarding Padhye's hiring. Dhawan informed me that Padhye had misrepresented  
25 his experience in the pharmaceutical industry.

26 14. Dhawan showed me an email exchange in which he had stated to Padhye that he  
27 understood Padhye had "biopharma" experience but not pharmaceutical experience. Padhye did  
28 not refute this statement. Dhawan later learned that Padhye had no experience in either sector.

1       15. Based on this evidence, I concluded that there was a good-faith basis for asserting  
2 an intentional misrepresentation claim.

3       16. At the time the SAC was filed, NSP's claims for fraudulent concealment and  
4 promissory fraud were also based on the information and documents described above. These  
5 showed that Defendant Padhye had secretly planned to launch a competing company—Taycann  
6 Wellness—while still employed by NSP and had recruited NSP personnel, including Brown,  
7 Sana, and Bridges, to assist in this effort.

8       17. I concluded that these allegations supported claims for fraudulent concealment and  
9 promissory fraud because Padhye concealed material facts about his competing business plans  
10 while falsely committing to grow NSP's operations.

11       **Contract and Interference Claims**

12       18. NSP's breach of contract claim against Padhye was based on his violation of his  
13 confidentiality and non-compete agreements contained in his employment agreement with NSP  
14 and supported by the documents and conduct outlined above. Based on this, I determined that  
15 NSP had a viable cause of action for breach of contract.

16       19. Similarly, I concluded that Padhye's recruitment of Brown, Bridges, and Sana to  
17 join Taycann while they were affiliated with NSP gave rise to a plausible claim for tortious  
18 interference.

19       **Post-Filing Conduct and Discovery**

20       20. Since filing the SAC, NSP has taken measured and proportionate litigation steps.  
21 NSP has taken only one deposition, has not filed any motions, and has conducted limited written  
22 discovery. NSP has not engaged in any conduct that would multiply the proceedings.

23       21. To the contrary, the discovery that has been conducted has confirmed and  
24 strengthened the central theory of NSP's claims.

25       22. On June 21, 2023, the day before Defendant Padhye's departure from NSP, he sent  
26 himself numerous emails attaching NSP's confidential information and trade secrets. True and  
27 correct copies of these emails are attached as **Exhibit A**. These emails include the following trade  
28 secrets and confidential information owned by NSP:

- 1 a. Sales data;
- 2 b. Marketing materials;
- 3 c. Communications with prospective vendors;
- 4 d. Financial information;
- 5 e. Patient claims;
- 6 f. Prescription and provider data;
- 7 g. White Card prescription program information;
- 8 h. Pharmacy data; and
- 9 i. Information on pharmacy partnerships NSP was pursuing.

10 23. True and correct copies of relevant excerpts of Defendant Padhye's deposition  
11 transcript are attached as **Exhibit B**.

12 24. True and correct copies of relevant excerpts of the deposition of Sanjiv Dhawan  
13 (NSP's 30(b)(6) representative) are attached as **Exhibit C**.

14 25. True and correct copies of relevant excerpts of the deposition of Daniel Brown are  
15 attached as **Exhibit D**.

16 26. True and correct copies of text messages between Maybelline Sana and Rayne  
17 Bridges—two former-NSP employees that Defendant Padhye enticed to leave NSP and join his  
18 competing venture, Taycann Wellness—are attached here as **Exhibit E**. These text messages were  
19 produced by Bridges during discovery in NSP's litigation against her and co-Defendant  
20 Maybelline Sana in the U.S. District Court for the District of Nevada (Case No. 2:25-CV-00295-  
21 CDS-MDC).

22 27. True and correct copies of a group text message conversation between Defendant  
23 Padhye, Maybelline Sana, and Rayne Bridges are attached here as **Exhibit F**. These text messages  
24 were also produced by Bridges during discovery in NSP's litigation against her and co-Defendant  
25 Maybelline Sana in the U.S. District Court for the District of Nevada (Case No. 2:25-CV-00295-  
26 CDS-MDC).

27 28. True and correct copy of emails that Defendant Padhye sent to pharmacies that he  
28 was looking to partner with or purchase are attached as **Exhibit G**.

1       29.    Defendant Padhye did not serve a copy of his sanctions motion on NSP prior to  
2 filing.  
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4       30.    At no point has NSP or its counsel admitted that it did not have the requisite  
5 evidence to support its claims, or ignored evidence that directly contradicted them.  
6

7       31.    A true and correct copy of the Articles of Organization for Taycan, LLC in  
8 California is attached as **Exhibit H**.  
9

10       32.    NSP has retained a compounding pharmacy expert to confirm that the  
11 reimbursement issue for White Card prescriptions was short-lived and recoverable, and returned  
12 to prior levels by March 2024.  
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14       I declare under penalty of perjury under the laws of the United States that the foregoing is  
15 true and correct.  
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17       Dated: June 23, 2025

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19       /s/ *Nitoj P. Singh*  
20       Nitoj P. Singh  
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